

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Ned HOFFMAN

Serial No.: 10/056,982 Examiner: Ponnoreay PICH

Filed: January 23, 2002 Art Unit: 2435

Confirmation No.: 4646

For: TOKENLESS AUTHORIZATION SYSTEM FOR AUTHORIZATION  
OF ELECTRONIC TRANSACTIONS AND ELECTRONIC  
TRANSMISSIONS

Date: June 2, 2009

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**TERMINAL DISCLAIMER TO OBVIATE  
A DOUBLE PATENTING REJECTION**

The owner, YT Acquisition Corporation, having a place of business at 1625 South Congress Avenue, Delray Beach, Florida 33445, assignee of the entire right, title and interest of the above described U.S. Patent Application no. 10/056,982, filed January 23, 2002 for TOKENLESS AUTHORIZATION SYSTEM FOR AUTHORIZATION OF ELECTRONIC TRANSACTIONS AND ELECTRONIC TRANSMISSIONS, by virtue of the assignment from the inventor Ned Hoffman to Indivos Corporation, a Delaware Corporation, recorded in Reel/Frame 012900/0541 (3 pages) on May 13, 2002, and subsequent merger of Indivos Corporation; Indivos Acquisition Corp. and Solidus Networks, Inc. into Indivos Corporation, recorded in Reel/Frame 013862/0618 (5 pages) on August 11, 2003, and by virtue of the Asset Sale and Purchase Agreement dated March 28, 2008, from Solidus Networks, Inc., d/b/a/ Pay By Touch; Pay By Touch Checking Resources, Inc.; Indivos Corporation; Checkelect, Inc.; ATMD Acquisition Corp. and Seven Acquisition Sub., LLC. to YT ACQUISITION CORPORATION; said Agreement recorded in Reel/Frame 021502/0001 (110 pages) on September 9, 2008, hereby

disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application which would extend beyond the expiration date of the full statutory term of prior Patent No. 7,248,719 as to claims 1 and 2, and prior Patent No. 6,154,879 as to claims 1, 18, and 22, as the term of said prior patents are defined in 35 U.S.C. 154 and 173, and as the term of said prior patents are presently shortened by any terminal disclaimer. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patents are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of the term of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 and 173 of the prior patents, "as the term of said prior patents are presently shortened by any terminal disclaimer," in the event that said prior patents later expire for failure to pay a maintenance fee; are held unenforceable; are found invalid by a court of competent jurisdiction; are statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321; have all claims canceled by a reexamination certificate; are reissued; or are in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

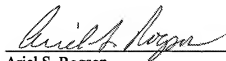
The undersigned is an attorney of record for the instant application.

Attached is the fee prescribed under 37 CFR 1.20(d).

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment to Deposit Account No. 13-1703.

Respectfully submitted,

MARGER JOHNSON & McCOLLOM, P.C.

A handwritten signature in cursive script, appearing to read "Ariel S. Rogson", is written over a horizontal line.

Ariel S. Rogson  
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